

SUNIL KUMAR GOYAL

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Approved Lawyer

State Bank of India, Punjab National Bank, Bank of Baroda, Central Bank of India, Bank of India, Axis Bank Ltd., Canara Bank, Indian Railway, Indian Bank & Bank of Maharashtra

Sale Deed no. 4690 dt. 06/05/2019

Annexure – B:

Report of Investigation of Title in respect of Immovable Property

Dt. 02/12/2023

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	To, State Bank of India SME Civil Lines, Roorkee
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per Bank's Instructions
	c) Name of the Borrower.	Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar
2	a Type of Loan	Term Loan
	B Type of property	Residential Property
3.	a) Name of the unit/concern/ company/person offering the property as security.	Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar
	b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Joint Owners
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower/Guarantor
4.	a Value of Loan (Rs. In Crores)	Rs.
5.	Complete or full description of the immovable property offered as security including the following details	One Residential property, Having area 0.1590 hectare i.e. 1590 square meter, bearing part of khasra no. 21, which is bounded as under : Bounded in East- Haridwar-Delhi National Highway, West- Property of Isam singh & others, North- Property of Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik South- Property of Sh. Mujeeb Malik Situated at Village Beldi Salhapur, Parg. & Tehsil Roorkee, Distt. Haridwar
	(a) Survey No.	A Residential property having plot of land belonging to Khasra no. 21
	(b) Door/House no. (in case of house property)	To be ascertained from the approved valuer of Bank
	(c) Extent/ area including plinth/ built up area in case of house property	having total area 1590 square meter
	(d) Locations like name of the place, Village, city, registration, sub-district etc. Boundaries.	Situated in Village Beldi Salhapur, Parg. & Tehsil Roorkee, Distt. Haridwar


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6..	<p>a) Particulars of the documents scrutinized-serially and chronologically.</p> <p>(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>			<p>Certified Copy of registered Sale deed dated 31.08.2022 registered Bahi No. 1, Jild No. 4644, Pages 281 to 328 at SI No. 4690 on Dt. 06/05/2019 in the office of Sub Registrar Roorkee executed by Shri Sushil Kumar, Sh. Anil Kumar & Sh. Lalit Kumar S/o Sh. Dhir Singh & Sh. Isam Singh, Sh. Surendra & Sh. Bijendra S/o Sh. Manphool Singh R/o Vill. Beldi salhapur Pargana & Tehsil Roorkee Distt. Haridwar in favour of present owner Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik</p>	
	Sr. No.	Date	Name/ Nature of The Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1.	06.05.2019	Registered Sale Deed	Certified Copy	N.A.
7.	<p>a. Whether certified copy of all title documents are obtained from the relevant sub-Registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL: if the value of loan=> Rs. 1 crore and in case of Residential loans irrespective of the loan component)</p> <p>b. Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar 's office have been verified page by page with the original documents submitted?</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently &cautiously).</p>				<p>Yes.</p> <p>N.A.</p> <p>N.A. as above.</p>
8.	<p>a)Whether the records of Registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>				Yes, records of Registrar office relevant to the property in question are available for verification through online portal/ computer system.
	<p>b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>				Yes, records of Registrar office relevant to the property in question available through online portal/computer system are verified/cross checked & found in order.
	<p>c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?</p>				No.
	<p>d) Whether proper registration of documents completed. Details thereof to be provided</p>				Yes.
9.	<p>a) Property offered as security falls within the jurisdiction of which sub-Registrar office?</p>				Sub-Registrar Roorkee District Haridwar
	<p>b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-Registrar/ district Registrar/ Registrar- general. If so, please name all such offices?</p>				No.
	<p>c) Whether search has been made at all the offices named at (b) above?</p>				N.A.
	<p>d)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</p>				N/A
10.	<p>a. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.</p>				No.
<p>Chain of title tracing the title:</p> <p>1- The Property was Ancestral property of (Past Owner) Shri Sushil Kumar, Sh. Anil Kumar & Sh. Lalit Kumar S/o Sh. Dhir Singh & Sh. Isam Singh, Sh. Surendra & Sh. Bijendra S/o Sh. Manphool Singh R/o Vill. Beldi salhapur Pargana & Tehsil Roorkee Distt. Haridwar were owners of this property having an area 0.1590 hectare and their name was also entered in revenue records Roorkee situated at Village Beldi Salhapur Pargana & Tehsil Roorkee Distt. Haridwar and bhumidar owner from fasli 1360 i.e. calendar year 1953 & since more than 69 years.</p>					


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	<p>2- Later on Shri Sushil Kumar, Sh. Anil Kumar & Sh. Lalit Kumar S/o Sh. Dhir Singh & Sh. Isam Singh, Sh. Surendra & Sh. Bijendra S/o Sh. Manphool Singh R/o Vill. Beldi salhapur Pargana & Tehsil Roorkee Distt. Haridwar executed sale deed dt. 06.05.2019 for plot area 0.1590 hectare i.e. 1590 sq. mts., bearing part of Khasra No. 21 in favour of present owners Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar which was registered vide Bahi No. 1, Jild No. 4644, Pages 281 to 328 at SI No. 4690 on Dt. 06/05/2019 in the office of Sub Registrar Roorkee and their names has been mutated in the revenue records Roorkee for Khatoni Khata no. 327, khasra No. 21, Khatauni fasli year 1428-1433 situated in Village Beldi Salhapur Pargana & Tehsil Roorkee Distt. Haridwar.</p> <p>And now Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar become owners of this property and their names has been mutated in the revenue records Roorkee for Khatoni Khata no. 327, khasra No. 21, plot area 0.1590 hectare i.e. 1590 sq. mts., Khatauni fasli year 1428-1433 situated in Village Beldi Salhapur Pargana & Tehsil Roorkee Distt. Haridwar</p>	
	Thus the chain of title is complete.	
	<p>I further certify that the provisions of the SARFAESI Act 2002 are applicable to this property. I have examined the documents relating to the title history of last 30 years of the holder in the property and established all the transitions have been duly verified from the relevant records from the revenue department and I also gave my careful thought to the legal aspect of the case in view to safeguard in the respect of the Bank.</p>	
	b. wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.	No.
	c. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N.A.
11.	a. Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full Ownership
	If Ownership Rights	Yes.
	a. Detail of the Conveyance Documents	<p>1. Copy of Registered General power of Attorney dated 01.10.2011 registered in bahi no. 4 zild 19 pages 155-160 at Serial no. dated 01.10.2011 in the office of Sub Registrar Roorkee executed by Smt. Farah Malik W/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar in favour of Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar</p> <p>2. Shri Sushil Kumar, Sh. Anil Kumar & Sh. Lalit Kumar S/o Sh. Dhir Singh & Sh. Isam Singh, Sh. Surendra & Sh. Bijendra S/o Sh. Manphool Singh R/o Vill. Beldi salhapur Pargana & Tehsil Roorkee Distt. Haridwar executed sale deed dt. 06.05.2019 for plot area 0.1590 hectare i.e. 1590 sq. mts., bearing part of Khasra No. 21 in favour of present owners Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar which was registered vide Bahi No. 1, Jild No. 4644, Pages 281 to 328 at SI No. 4690 on Dt. 06/05/2019 in the office of Sub Registrar Roorkee and their names has been mutated in the revenue records Roorkee for Khatoni Khata no. 327, khasra No. 21, Khatauni fasli year 1428-1433 situated in Village Beldi Salhapur Pargana & Tehsil Roorkee Distt. Haridwar</p>
	b. Whether the document is properly stamped.	Yes.
	c Whether the document is properly registered	Yes
	If leasehold, whether;	N.A.
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	d) if, a sub-lease, check the lease deed in favour of lessee, NA	N.A.

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	as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	a. grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	b. the mortgagor is competent to create charge on such property,	N.A.
	c. whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
12.	a) Has the property has been transferred by way of Gift/Settlement Deed	No.
	b) The Gift/Settlement Deed is duly stamped and registered;	No.
	c) The Gift/Settlement Deed has been attested by two witnesses;	No.
	d) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	No.
	e) The Gift/Settlement Deed transfers the property to Donee;	No.
	f) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	No.
	g) Whether the Donee is in possession of the gifted property?	No.
	h) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage?	No.
	i) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No.
13.	Has the property been transferred by way of partition/family settlement deed	No
	(a) whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	(b) Whether mutation has been effected	Not Applicable
	(c) Whether the mortgagor is in possession and enjoyment of his share	Not Applicable
	(d) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
	(e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	(f) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable

	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	(g) Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable
15.	Whether the property is subject to any wakf rights/belongs to church/temple or any religious/other institutions	No
	(a) any restriction in creation of charges on such properties?	Not Applicable
	(b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16.	(a) Where the property is a HUF/joint family property?	Not Applicable
	(b) Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	No
	(c) If Yes, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18.	Is the property is Agricultural land,	N.A., as the property in question is a Residential property & also declared a non agricultural/Residential land under section 143 of U.P.Z.A. & L.R. Act, by the order dated 17.06.2022, in case no. 165/21-22, passed by the Court of Assistant Collector 1st Class Roorkee District Haridwar
	(a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not Applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for Residential purposes or otherwise, whether requisite procedure followed / permission obtained?	Yes.
19.	(a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security/mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No.
	(b) Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
21.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per available records the property is not involved in or subject matter of any litigation which is pending or concluded.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings?	No


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22.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	(b) Property belonging to partner(s), whether thrown on hatch pot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23.	(a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No.
	b/1 Whether the property (to be mortgaged) is purchased by the above company from any other company or Limited Liability Partnership (LLP) firm? Yes/No.	N.A.
	b/2 If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of companies (ROC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	N.A.
	b/3 Whether the above search of charges reveals any prior charges/encumbrances, on the property(proposed to be mortgaged) created by the vendor company(seller)?	N.A.
	b/4 if the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied?	N.A.
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25.	(a) Whether any POA is involved in the chain of title during the period of search ?	Yes
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	No
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	No. Copy of General Power of Attorney Yes. General Power of Attorney Yes.
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-Registrar also?)	Yes, as per available record at the time of execution of above detailed Sale Deed the POA mentioned above was in force & it was not revoked or cancelled.
	(g) Please comment on the genuineness of POA?	Yes, as per available record the POA mentioned above was duly registered in the office of Sub-Registrar Roorkee District Haridwar, so genuineness of Power of Attorney is confirmed.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	The execution of Sale Deed on the basis of GPA detailed above is legal, enforceable & valid as per applicable law.
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the	No

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	extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
27.	<p>If the property is a flat/apartment or residential/ Residential complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	N.A.
	II.A Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	No.
	II.B Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	II.C Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	II.D Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
29.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	I have inspected the available record Index 2 nd in the office of Sub-Registrar Roorkee District Haridwar for a period since 01.01.1993 to 2023 up to date and found this property is clear, marketable and free from any recorded encumbrance except lien of Indian Bank, B.O. Roorkee
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A., as the property in question is a Residential property having plot of land Situated in Village Beldi Salhapur, Parg. & Tehsil Roorkee, District Haridwar, so property tax or land revenue are not payable to this property.
31.	<p>(a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>	<p>Urban Land Ceiling act is not applicable in the state of Uttarakhand.</p> <p>No-objection Certificate under the Income Tax Act is not required.</p>
32.	(a) Details of RTC extracts/mutation extracts/ Khata extracts pertaining to the property in question.	Enclosed

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	(b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, the name of present owner is mutated in land records.
33.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes Yes Yes
34.	(a) Whether the property can be identified from the following documents (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	N.A.
	(b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No.
35.	(a) Whether the documents i.e., Valuation report/approved sanction plan reflect/indicate any difference/discrepancy in the boundaries in relation to the Title Document/other document. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	valuation report/approved/ sanctioned plans are to be obtained by the bank.
36.	(a) Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	(b) Property is SARFAESI compliant (Y/N)	Yes
37.	a Whether original title deeds are available for creation of equitable mortgage	Original title deeds are to be deposited in Bank for creation of Equitable Mortgage.
	b In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Spot inspection & Identity of persons executing documents in favor of Bank is recommended to be verified.
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar


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Certificate of Title on the Basis of certified copy of registered title deeds

I have examined the certified copy of registered title deeds intended to be deposited relating to the schedule property and offered as security by way of "Equitable Mortgage" and that the documents of title referred to in the opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar Office /Revenue Records/Municipal Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1992 to 2023 up to date pertaining to the Immovable Property covered by above said title deeds. The property is free from all Encumbrances, except lien of Indian Bank, B.O. Roorkee by way of Equitable Mortgage

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.

7. Minor/(s) and his/ their interest in the property is to the extent of _____ Nil _____ (Specify the share of the Minor with Name). -----N.A., there are no interest of minor .

8. The Mortgage can be created, will be available to the Bank for the Liability of the present borrower Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar

9. I certify that Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar, has an absolute, clear and Marketable title over the Schedule property, except lien of Indian Bank, B.O. Roorkee by way of Equitable Mortgage. I further certify that the above certified copy of title deed appear to be genuine and a valid mortgage can be created on the basis of the original title deed and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:-

1- Original registered Sale deed dated 31.08.2022 registered Bahi No. 1, Jild No. 4644, Pages 281 to 328 at SI No. 4690 on Dt. 06/05/2019 in the office of Sub Registrar Roorkee executed by Shri Sushil Kumar, Sh. Anil Kumar & Sh. Lalit Kumar S/o Sh. Dhir Singh & Sh. Isam Singh, Sh. Surendra & Sh. Bijendra S/o Sh. Manphool Singh R/o Vill. Beldi salhapur Pargana & Tehsil Roorkee Distt. Haridwar in favour of present owner Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik W/o Sh. Mujeeb Malik & Sh. Soheb Malik S/o Sh. Mujeeb Malik

2- Extract of khatauni, belonging to Khasra no. 21, Village Beldi Salhapur, Parg. & Tehsil Roorkee, District- Haridwar.

3- Copy of Registered General power of Attorney dated 01.10.2011 registered in bahi no. 4 zild 19 pages 155-160 at Serial no. dated 01.10.2011 in the office of Sub Registrar Roorkee executed by Smt. Farah Malik W/o Sh. Mujeeb Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar in favour of Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik R/o House no. 131, Mohalla Solanipuram, Parg. & Tehsil Roorkee, Distt. Haridwar

4- Approved map from HRDA / Competent Authority.

5- List of Document from Indian Bank, B.O. Roorkee

6- No Dues Certificate from Indian Bank, B.O. Roorkee

7- Affidavit of borrower / present owner named above.

10- 0.5% stamp duty on loan amount with a maximum of Rs. 10,000/- only.


SUNIL KUMAR GOYAL
Advocate & Notary
Chamber No.-48
Tehsil Compound
Roorkee, Distt. Haridwar

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

I further certify that the provisions of the SARFASEI Act 2002 are applicable to this property.

SCHEDULE OF THE PROPERTY

One Residential property, Having area 0.1590 hectare i.e. 1590 square meter, bearing part of khasra no. 21, which is bounded as under : Bounded in East-Haridwar-Delhi National Highway. West- Property of Isam singh & others, North- Property of Sh. Mujeeb Malik S/o Late Sh. Wahiuddin Malik & Smt. Farah Malik South- Property of Sh. Mujeeb Malik Situated at Village Beldi Salhapur, Parg. & Tehsil Roorkee, Distt. Haridwar

Place : Roorkee

Date:02/12/2023

Signature of the Advocate

SUNIL KUMAR GOYAL
Advocate & Notary
Chamber No.-46
Tehsil Compound
Roorkee, Distt. Haridwar